

Message Text

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ORIGIN AF-18

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DRAFTED BY:AF/C:JHALLDIGGS

APPROVED BY:AF/C:HJCOHEN

L/SCI - MR. MAURER

NASA - MR. MORRIS

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TO TANANARIVE IMMEDIATE 3523

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C O R R E C T E D C O P Y (OMISSION LINE 4, PARA 1.)

E.O. 11652: N/A

TAGS: TSPA MA

SUBJECT: NASA STATION NEGOTIATIONS

REF: TANANARIVE 149, SEPTEMBER 3, 1963; TANANARIVE 183,
SEPTEMBER 18, 1963

PARTICIPANTS: AF/C - MR. COHEN

L/SCI - ELY MAURER

NASA - DONALD MORRIS

AMBASSADOR RAHARIJAONA

SUMMARY: FOCUS OF MEETING WAS ON INTERPRETATION OF LEASE
CLAUSE IN STATION AGREEMENT. RAHARIJAONA STATED GOMR
POSITION: WRITTEN AGREEMENT FOR RENTAL EXISTS AND ANY
ORAL AGREEMENT TO WAIVE RENTAL PAYMENTS FOR LAND USED BY
THE STATION IS NOT BINDING. IT APPEARS A MATTER OF
PRINCIPLE FOR THE RAMANANTSOA GOVERNMENT TO RECEIVE
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RETROACTIVE COMPENSATION SINCE 1963 IN ORDER TO INDICATE

TO THE MALAGASY PUBLIC THAT THE WRITTEN AGREEMENT HAS BEEN ENFORCED. USG CONSIDERS RENTAL PROVISION TO HAVE BEEN WAIVED IN LIGHT OF THE TECHNICAL ASSISTANCE PROVIDED AS REQUESTED AND FURTHER THAT BY GOMR ACCEPTANCE OF THIS ASSISTANCE THE RIGHT TO REQUEST RENT WAS WAIVED UNTIL THE END OF THE PRESENT AGREEMENT IN JANUARY 1974. ALSO, INDEPENDENTLY OF THIS ARRANGEMENT, THAT FAILURE OF THE GOMR TO REQUIRE RENTAL UNTIL NOW CONSTITUTES WAIVER OF SUCH RENTAL.

1. AT THE OPENING OF NEGOTIATIONS RAHARIJAONA STATED GOMR IS NOT AS CONCERNED ABOUT MONEY AS IT IS ABOUT PRINCIPLE OF ENFORCING ORIGINAL AGREEMENT SIGNED IN 1963. REFERRING TO THE AGREEMENT HE ASKED FOR OUR INTERPRETATION OF CLAUSE 2(B). EXPLAINING THE USG POSITION, COHEN REPLIED THAT IN 1963 WHEN THE AGREEMENT WAS SIGNED ARRANGEMENTS WERE MADE TO PROVIDE CERTAIN FORMS OF TECHNICAL ASSISTANCE. IN OUR VIEW COMPLIANCE WITH THIS REQUEST SATISFIED GOMR RIGHTS. BY NOT SPECIFICALLY REQUESTING RENTAL PAYMENT OR ANYTHING FURTHER, THE USG HAD THE RIGHT TO ASSUME THE GOMR WAS SATISFIED WITH SITUATION.

2. MAURER REVIEWED THE NEGOTIATING HISTORY AS PROVIDED IN REFTELS WHICH INDICATES GOMR UNWILLINGNESS TO COLLECT RENT ON THE PROPERTY AND PREFERENCE FOR ASSISTANCE IN METEOROLOGICAL AREA AND EVENTUAL ACCESS TO AUTOMATIC PICTURE EQUIPMENT. RAHARIJAONA QUESTIONED WHETHER THIS ASSISTANCE PROVIDED UNDER THE 1963 AGREEMENT WAS VALID AS A QUID PRO QUO FOR THE 1966 AND 1971 RENEWALS. MAURER EXPLAINED THAT NO CHANGE WAS EVER REQUESTED BY THE GOMR AT THE TIME OF THESE RENEWALS. USG HAD THE RIGHT TO ASSUME GOMR CONTINUED SATISFACTION WITH SITUATION.

3. RAHARIJAONA EMPHASIZED THAT THE PRESENT GOVERNMENT WOULD NOT CONSIDER ITSELF OBLIGATED BY THE ORAL AGREEMENTS OF THE FORMER. MAURER STATED THAT SINCE THE GOMR WAS RELYING ON AN AGREEMENT MADE BY THE PREVIOUS GOVERNMENT IT SHOULD ACCEPT ALL THE ARRANGEMENTS THAT PERTAIN TO IT. HE STATED THAT THE USG WOULD HAVE A PROBLEM IF THE GOMR HELD FIRM TO THIS POSITION. HE SUGGESTED THAT THE GOMR SHOULD LIMITED OFFICIAL USE

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LOOK AHEAD AT THE FUTURE AGREEMENT RATHER THAN BACK AT FINDING A COMPROMISE SOLUTION.

4. THE QUESTION WAS RAISED BY RAHARIJAONA AS TO WHETHER THERE WOULD BE AN ADMINISTRATIVE OR LEGAL PROBLEM INVOLVED IN NASA'S PAYING RETROACTIVE RENT. MORRIS OFFERED THAT NASA WOULD BE OPPOSED TO ANY RETROACTIVE PAYMENT BECAUSE THE AGENCY BELIEVED IT HAD BEEN OPERATING IN GOOD FAITH

ON BASIS OF FIRM UNDERSTANDING WITH GOMR. MORRIS ALSO OPINED THAT NASA COULD NOT USE THIS FISCAL YEAR'S FUNDS TO PAY FOR WHAT OCCURRED 10 YEARS AGO WITHOUT A SPECIAL CONGRESSIONAL APPROPRIATION.

5. RAHARIJAONA INFORMED US THAT THE STATION PROPERTY IS VALUED FOR RENTAL PURPOSES AT 2 THOUSAND MALAGASY FRANCS PER HECTARE PER YEAR (WE ESTIMATE THE APPROXIMATE TOTAL ANNUAL RENTAL VALUE AT DOLS 10,000.). HE ASKED NASA TO PROVIDE INFORMATION ON THE VALUE OF THE APT EQUIPMENT AT THE TIME OF ITS INITIAL INSTALLATION IN 1964, ITS CURRENT VALUE, AND THE COST OF THE ONGOING MAINTENANCE.

6. MORRIS REMINDED RAHARIJAONA THAT NASA WAS CONTRIBUTING APPROXIMATELY DOLS 2.6 MILLION TO THE MALAGASY ECONOMY THROUGH RENTAL OF THE THREE TELECOMMUNICATIONS CIRCUITS AND DIRECT/INDIRECT EXPENDITURES FROM SALARIES PAID AND MONEY SPENT BY MALAGASY AND AMERICAN NASA PERSONNEL. HE NOTED THAT NASA WAS PREPARED MAKE AVAILABLE TO MALAGASY PTT DOLS 275,000 IN COMMUNICATIONS EQUIPMENT NO LONGER REQUIRED BY NASA STATION. MORRIS WONDERED WHETHER GOMR PREPARED TO TAKE THIS INTO ITS CONSIDERATION RENTAL ISSUE.

7. MEETING CONCLUDED WITH RAHARIJAONA CALLING PAYMENT OF RENT SYMBOLIC AND STRESSING IMPORTANCE GOMR ATTACHES TO PRINCIPLE OF PAYMENT. HE INDICATED THAT HE HOPED A MUTUALLY ACCEPTABLE ARRANGEMENT WOULD BE FOUND TO COMPENSATE THE GOMR FOR WHAT IT IS OWED. MORRIS ASKED WHAT THIS MEANT WITH REGARD TO FUTURE AGREEMENT. RAHARIJAONA SAID HE DID NOT KNOW. HE SUGGESTED THAT THE NEXT MEETING ON NOVEMBER 12 ALSO INCLUDE GENERAL ANDRIAMAHAZO WHO WOULD BE FAMILIAR WITH NASA TELECOMMUNICATIONS NETWORK.

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8. DEPT COMMENT: RAHARIJAONA APPEARS UNCERTAIN WHAT NEXT STEP SHOULD BE AND AWAITS GOMR REACTION TO NOVEMBER 7 MEETING AND FURTHER INSTRUCTIONS. WE BELIEVE PRESENCE OF GENERAL ANDRIAMAHAZO COULD BE HELPFUL IN HAVING HIM AS MEMBER OF RAMANANTSOA GOVERNMENT ACKNOWLEDGE VALIDITY TYPE OF QUID PRO QUO NASA HAS OFFERED IN PAST AS WELL AS PRESENT IN TERMS OF TECHNICAL ASSISTANCE.

9. EMBASSY COMMENT ON APPARENT REPUDIATION BY RAMANANTSOA GOVERNMENT OF ORAL AGREEMENTS MADE BY THE FORMER GOVERNMENT WOULD BE APPRECIATED.

10. COPY REFTELS POUCHED. RUSH

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